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Fees

The Fees for the BST facility  
and the Services listed in  
Appendix A for Test Session  
One is FORTY TWO  
THOUSAND TWO  
HUNDRED FIFTY Dollars  
(\$42,250).

Company shall be invoiced in  
accordance with paragraph 4  
"CHARGES, DELIVERY AND  
INVOICING" herein.

Fees for re-testing or additional  
testing if necessary, shall be  
negotiated as required.


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### END TO END TEST AGREEMENT

This Agreement made and entered into this 21 day of November, 1996, by and among BellSouth Telecommunications, Inc., a Georgia corporation (hereinafter "BST"), XXXXXX, a XXXXXX corporation (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc., a Georgia corporation (hereinafter "BSLD").

**WHEREAS**, BST provides interexchange access service pursuant to its various tariffs; and

**WHEREAS**, XXXXXX, among other services, provides interexchange transport service for resale to end users; and

**WHEREAS**, BSLD intends to obtain from XXXXXX interexchange transport service for resale to end users under a separate agreement that is not yet effective (the "Master Carrier Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

#### I. PURPOSE OF THIS TEST

The purpose of this Test is to enable the parties to this Agreement to test various electronic and manual interfaces and systems which are necessary to the parties' provision of the services which they offer to each other and/or to telecommunications end users.

#### II. TEST PERIOD

The Test shall begin on or about November 1, 1996, and shall end on or about July 1, 1997 (the "Test Period"). The Test Period may be extended if mutually agreed to by the parties in writing.

#### III. TEST LOCATIONS

Test locations shall be BST tandems in Jacksonville, Florida - Clay Street (JCVLFLCL05T), Norcross, Georgia (NRCRGAMA01T), Atlanta, Georgia - Buckhead (ATLNGABU01T) and Birmingham, Alabama - Homewood (BRHMALHW0GT). Florida end offices to be used in the Test will be JCVLFLLF76E, JCVLFLWCDS0, JCVLFLCLDS0, and MDBGFLPMDS0. Georgia end offices to be used in the test will be DNWDGAMA67A, GRFNGAMA22C, ATLNGACS33A, and JCSNGAMARS1. The Alabama end office to be used in the test will be BRHMALHWD0.

Additional tandem and end office selections will be determined at a later date upon mutual agreement of the parties.

#### IV. FINANCIAL RESPONSIBILITIES

BST's normal access tariff charges shall apply for the Test. Such charges shall be billed to the party responsible for such charges as

described in the Master Carrier Agreement between XXXXXX and BSLD. If any issue arises among the parties to this Agreement concerning whether XXXXXX or BSLD should pay any particular charge(s), BSLD agrees to accept billing and pay the charge(s) to BST and resolve the issue between itself and XXXXXX. XXXXXX's charges for XXXXXX's [SERVICES]4. Services set forth in the Master Carrier Agreement shall apply for all calls made using the 377 CIC during the Test Period. Such charges shall be billed to BSLD and shall be paid by BSLD. XXXXXX shall reimburse BSLD for all payments made under this Agreement for test calls originating from the numbers on the Approved ANI List prior to the date on which the Master Carrier Agreement between BSLD and XXXXXX becomes effective. Any such reimbursement shall not exceed charges for more than 2500 total calls where no more than 300 calls are international calls having a duration not to exceed 3 minutes. BSLD agrees to pay all charges for calls in excess of these limits. These charges will be calculated using rates contained in the Master Carrier Agreement, if in effect. If not in effect, these charges will be calculated based on rates currently in effect. BSLD shall bear the expense of all necessary CIC changes. If special test lines are established by BST to simulate end users, normal General Subscribers Services Tariff rates shall apply and shall be billed to BSLD. Except as specifically provided in this Article IV, each party shall bear its own expense in order to participate in this Test.

#### ***V. BST'S DUTIES***

A. BST shall establish internal procedures to ensure that the only lines that will be presubscribed to CIC 377 during the Test Period are lines associated with the numbers on the Approved ANI List to be provided by BSLD and that calls originating from any number not on the Approved ANI List will not be completed during the Test Period.

B. BST will process ASRs submitted by XXXXXX to establish special trunk groups to carry traffic directed to CIC 377.

C. BST will activate CIC 377 as a valid code in the Equal Access Service Center ("EASC") at the offices set forth in Section III of this Agreement.

D. BST will process PIC change orders to CIC 377 not to exceed 200 lines.

#### ***VI. XXXXXX'S DUTIES***

A. XXXXXX will submit ASRs to BST to establish special trunk groups to handle traffic directed to CIC 377.

B. XXXXXX will submit to BSLD call detail records of trial calls in Florida and Georgia in the manner contemplated by the Master Carrier Agreement between XXXXXX and BSLD.

#### ***VII. BSLD'S DUTIES***

A. BSLD shall provide to BST an Approved ANI List consisting of no more than 100 ANIs. This number may be increased upon mutual agreement of the parties.

B. BSLD shall submit PIC change orders to Bst.

C. BSLD shall be responsible for establishing any necessary special test lines and shall be responsible for placing any test calls from such lines established pursuant to this Agreement.

#### ***VIII. SHARED DUTIES***

The parties shall participate in joint planning prior to beginning of

the actual test. Such party shall bear its own administrative costs of participating in such planning.

## ***IX. CONFIDENTIAL/PROPRIETARY INFORMATION***

### ***A. Confidential Information***

(1) Information furnished or disclosed by one party or its agent or representative (the "Originating Party") to the other party or its agent or representative (the "Receiving Party") in connection with or in contemplation of this Agreement (including but not limited to proposals, contracts, tariff and contract drafts, specifications, drawings, network designs and design proposals, pricing information, strategic plans, computer programs, software and documentation, and other technical or business information related to current and anticipated XXXXXX or BSLD products and services), shall be "Confidential Information."

(2) If such information is in written or other tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) when disclosed to the Receiving Party, it shall be Confidential Information only if it is identified by clear and conspicuous markings to be confidential and/or proprietary information of the Originating Party; provided, however, that all written or oral proposals exchanged between the parties regarding pricing of the Services shall be Confidential Information, whether or not expressly indicated by markings or statements to be confidential or proprietary.

(3) If such information is not in writing or other tangible form when disclosed to the Receiving Party, it shall be Confidential Information only if (1) the original disclosure of the information is accompanied by a statement that the information is confidential and/or proprietary, and (2) the Originating Party provides a written description of the information so disclosed, in detail reasonably sufficient to identify such information, to the Receiving Party within thirty (30) days after such original disclosure.

(4) The terms and conditions of this Agreement shall be deemed Confidential Information as to which each party shall be both an Originating Party and a Receiving Party.

(5) Confidential Information shall be deemed the property of the Originating Party.

(6) The following categories of information shall not be Confidential Information:

- (a) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; or
- (b) obtained from a source other than the Originating Party through no breach of confidence by the Receiving Party; or
- (c) in the public domain when received, or thereafter enters the public domain through no fault of the Receiving Party; or
- (d) disclosed by the Originating Party to a third party without restriction;
- (e) lawfully in the possession of the Receiving Party at the time of receipt from the Originating Party.

(7) Rights and obligations provided by this Section shall take precedence over specific legends or statements associated with information when received.

### ***B. Protection of Confidentiality***

A Receiving Party shall hold all Confidential Information in confidence during the Term and for a period of three (3) years following the end of the Term or such other period as the parties may agree. During that period, the Receiving Party:

- (1) shall use such Confidential Information solely in furtherance of the matters contemplated by this Agreement and related to either party's performance of this Agreement;
- (2) shall reproduce such Confidential Information only to the extent necessary for such purposes;
- (3) shall restrict disclosure of such Confidential Information to such of its employees or its affiliate's employees as have a need to know such information for such purposes only.
- (4) shall advise any employees to whom such Confidential Information is disclosed of the obligations assumed in this Agreement;
- (5) shall not disclose any Confidential Information to any third party (not including disclosure to a BellSouth subsidiary) without prior written approval of the Originating Party except as expressly provided in this Agreement; and
- (6) shall take such other reasonable measures as are necessary to prevent the disclosure, unauthorized use or publication of Confidential Information as a prudent business person would take to protect its own similar confidential information, including, at a minimum, the same measures it uses to prevent the disclosure, unauthorized use or publication of its own similar proprietary or confidential information.

**C. Disclosure to or by Affiliates or Subcontractors**

In the absence of a contrary instruction by a party, such party's affiliates and its subcontractors performing work in connection with this Agreement shall be deemed agents of such party for purposes of receipt or disclosure of Confidential Information. Accordingly, any receipt or disclosure of Confidential Information by a party's affiliate, or its subcontractor performing work in connection with this Agreement, shall be deemed a receipt or disclosure by the party.

**D. Return or Destruction of Confidential Information**

- (1) Upon termination of this Agreement, or at an earlier time if the information is no longer needed for the purposes described in this Section IX, each party shall cease use of Confidential Information received from the other party and shall use its best efforts to destroy all such Confidential Information, including copies thereof, then in its possession or control. Alternatively, or at the request of the originating party, the Receiving Party shall use its best efforts to return all such Confidential Information and copies to the Originating Party.
- (2) Any Confidential Information that is contained in databases and/or mechanized systems in such a manner that it reasonably cannot be isolated for destruction or return, shall continue to be held in confidence subject to the provisions of this Agreement.
- (3) The rights and obligations of the parties under this Agreement with respect to any Confidential Information returned to the Originating Party shall survive the return of the Confidential Information.

**E. Restrictions on Certain XXXXXX Employees**

Employees, agents, and contractors of XXXXXX whose job

responsibilities are primarily related to provision of services that compete with services offered or expected to be offered by BellSouth Long Distance shall not, in any event, be considered persons with a "need to know" CPNI of CUSTOMER's customers or CUSTOMER Confidential Information.

#### **F. Disclosure to Consultants**

A Receiving Party may disclose Confidential Information to a person or entity (other than a direct competitor of the Originating Party) retained by the Receiving Party to provide advice, consultation, analysis, legal counsel or any other similar services ("Consulting Services") in connection with this Agreement or the Services (such person or entity hereinafter referred to as "Consultant") only with the Originating Party's prior permission (which shall not be unreasonably withheld) and only after the Disclosing Party provides to the Originating Party a copy of a written agreement by such Consultant (in a form reasonably satisfactory to the Originating Party):

(a) to use such Confidential Information only for the purpose of providing Consulting Services to the Receiving Party; and

(b) to be bound by the obligations of a Receiving Party under this Agreement with respect to such Confidential Information.

#### **G. Required Disclosure**

(a) A Receiving Party may disclose Confidential Information if such disclosure is in response to an order or request from a court, the FCC, or other regulatory body; provided, however, that before making such disclosure, the Receiving Party shall first give the Originating Party reasonable notice and opportunity to object to the order or request, and/or to obtain a protective order covering the Confidential Information to be disclosed.

(b) If the Federal Communications Commission ("Commission") or a state regulatory entity with applicable jurisdiction orders either party to file this Agreement with the Commission or such state regulatory entity pursuant to authority granted by law or regulation, the party charged with such filing shall provide notice to the other party as provided in Section X and file the Agreement to the extent required. Each party shall request confidential treatment in connection with such filing.

#### **H. Injunctive Remedy**

In the event of a breach or threatened breach by a Receiving Party or its agent or representative of the terms of this Section IX, the Originating Party shall be entitled to an injunction prohibiting such breach in addition to such other legal and equitable remedies as may be available to it in connection with such breach. Each party acknowledges that the Confidential Information of the other party is valuable and unique and that the use or disclosure of such Confidential Information in breach of this Agreement will result in irreparable injury to the other party.

#### **X. NOTICES**

Notices given pursuant to this Agreement shall be sent by U. S. Mail, first class, postage prepaid, or by facsimile, to the following addresses:

A.BST

Joe Romano

---

\_\_\_\_\_  
Facsimile Number \_\_\_\_\_

B.XXXXXX

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile Number \_\_\_\_\_

C.BSLD

Bob Gray

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile Number \_\_\_\_\_

#### ***XI.PUBLICITY AND PROMOTION***

Each party agrees that there will not be any publicity or promotion relating to this Test.

#### ***XII.LIABILITY***

Neither the parties (nor their respective affiliates) will be liable to each other for any direct, incidental, special or consequential damages, including lost profits, sustained or incurred in connection with the performance or non-performance of this Test, whether in tort, contract, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, except for the obligation to pay charges for services provided.

#### ***XIII.TERMINATION***

Either party, in its sole discretion, may terminate this Agreement upon ten (10) days written notice to the other parties.

#### ***XIV.MODIFICATION***

This Agreement can be changed or modified only by written amendment signed by each of the parties.

#### ***XV.COMPLETE AGREEMENT***

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings.

This Agreement is effective this 21 day of November, 1996.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

XXXXXX

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BELLSOUTH LONG DISTANCE, INC.

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 1**

This Amendment No. 1 to the End to End Test Agreement dated November 21, 1996, among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXXXXXXX, and BellSouth Long Distance, Inc. (hereinafter "BSLD").

The parties to the above Agreement hereby amend Section V.A. of the said Agreement to read as follows:

**"V.BST'S DUTIES**

A.BST shall establish internal procedures to ensure that the only lines that will be presubscribed to CIC 377 during the Test Period are lines associated with the numbers on the Approved ANI List to be provided by BSLD and that calls originating from any number, other than 10XXX and similarly dialed calls, not on the Approved ANI List will not be completed during the Test Period. Upon written agreement from BSLD that it will pay for BST's development and implementation of 10XXX-type blocking in its switches, BST will block such calls where technically feasible during the Test Period only."

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Amendment No. 1 this 21st day of November 1996.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

XXXXXXXXXXXX

By: \_\_\_\_\_



(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BELLSOUTH LONG DISTANCE, INC.

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 2**

This Amendment No. 2 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXXX XXX (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 20th day of December, 1996.

The above parties hereby agree that "Section III. TEST LOCATIONS" of the Agreement is amended by deleting the second paragraph of the said Section III and replacing it with the following language:

"Additionally, the following tandem and end offices in Louisiana shall be test locations:

NWORLAMAOGT DMS200 Tandem

SLIDLAMADS0 SLIDELL HOST 5ESS  
BGLSLAMARS1 BOGALOOSA REMOTE EXM-LA504-732;MS601-722

NWORLAMTDS0 METAIRIE (JEFFERSON PARISH) 5ESS

LLNGLAHVDS0 LULING HANVILLE DCO HOST

LFTTLAMADS0 LAFITTE DCO HOST  
JSBNLAMADS0 JESUIT BEND RNS REMOVE

LCMBLAMADS0 LACOMBE DMS10 HOST

NWORLAMUDS0 MICHOU DMS10 HOST  
LKTCLAMARS1 LAKE CATHERINE RSC REMOTE

HMNDLAMADS0 HAMMOND 5ESS HOST - N.O. LATA  
ALBYLAMARS1 ALBANY RSM - BATON ROUGE LATA

MRCYLAINDS0 MORGAN CITY INGLEWOOD DMS100  
N.O. LATA

BLDWLAMARS1 BALDWIN RSC-LAFAYETTE LATA- ST MARY  
PARISH"

**WHEREFORE** the parties have caused their duly authorized representatives to execute this Amendment.

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

XXXXXXX

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BELLSOUTH LONG DISTANCE, INC.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 3**

This Amendment No. 3 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXXX XXX (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 24th day of February 1997.

The above parties hereby agree that "Section III. TEST LOCATIONS" of the Agreement is amended by adding the following language at the end of the second paragraph of the said Section III:

"Additionally, the following tandem and end offices in Georgia shall be test locations:

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS-Host	DNWDGAMA76A
Baxley	SV	5ESS-Host	BXLYGAES36A
Lumber City	SV	5ESS-RSM	LMCYGAMA36C
Marietta East	BU	1A	MRTTGAEA97F
Bremen	BU	DMS100 Host	BRMNGAES53A
Tallapoosa	BU	DMS-RSC	TLLPGAES57F
Bowden	BU	DMS-RSC	BWDNGAMARS1
Pine Mountain	CB	5ESS-RSM	PNMTGAMARS1
Columbus Meadowood	CB	5ESS-Host	CLMBGAMW56C

TANDEM	NAME	TYPE	CLLI
Norcross	NC	5ESS	NRCRGAMA01T
Buckhead	BU	4ESS	ATLNGABU01T
Savannah	SV	DMS	SVNHGABS03T
Columbus	CB	DMS	CLMBGAMT01T

Validated with Georgia Operations and Network Planning 1/27/97

**WHEREFORE** the parties have caused their duly authorized representatives to execute this Amendment.

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**XXXXXXX**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BELLSOUTH LONG DISTANCE, INC.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 4**

This Amendment No. 4 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXXX XXX (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 28th day of April, 1997.

The above parties hereby agree that "Section III. TEST LOCATIONS" of the Agreement is amended by adding the following language at the end of the second paragraph of the said Section III:

"Additionally, the following tandem and end offices in Georgia shall be test locations:

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS - Host	DNWDGAMA76A
Baxley	SV	5ESS - Host	BXLYGAES36A
Lumber City	SV	5ESS - RSM	LMCYGAMA36C
Marietta East	BU	IA	MRTTGAEA97F
Breman	BU	DMS100 Host	BRMNGAES53A
Tallapoosa	BU	DMS- RSC	TLLPGAES57F
Bowden	BU	DMS - RSC	BWDNGAMARS1
Pine Mountain	CB	5ESS - RSM	PNMTGAMARS1
Columbus Meadowood	CB	5ESS - Host	CLMBGAMW56C
Sandy Springs	BU	1AES	ATLNGASS25F
<b>TANDEM</b>	<b>NAME</b>	<b>TYPE</b>	<b>CLLI</b>
Norcross	NC	5ESS	NRCRGAMA01T
Buckhead	BU	4ESS	ATLNGABU01T
Savannah	SV	DMS	SVNHGABS03T
Columbus	CB	DMS	CLMBGAMT01T

Validated with Georgia Operations and Network Planning 1/27/97

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

XXXXXXX

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BELLSOUTH LONG DISTANCE, INC.**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 5**

This Amendment No. 5 to the End to End Test Agreement ("Agreement") among BellSouth Telecommunications, Inc. (hereinafter "BST"), XXXXXXXX XXX (hereinafter "XXXXXXX"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 1st day of July, 1997.

The above parties hereby agree that the following changes shall be made to the Agreement: (1) "Section II. TEST PERIOD" of the Agreement is amended by deleting the section in its entirety and replacing it with the following language:

The Test shall begin on or about November 1, 1996, and shall end on or about October 31, 1997 (the "Test Period"). The Test Period may be extended if mutually agreed to by the parties in writing.

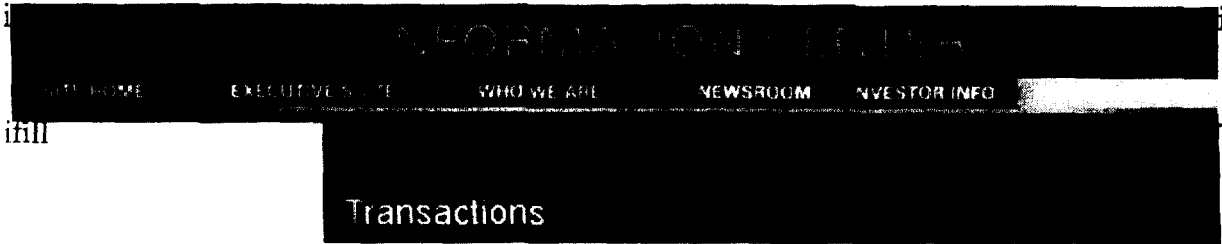
(2) "Section III. TEST LOCATIONS" is amended by replacing the list of Georgia tandems and end offices in the second paragraph with the following list:

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS - Host	DNWDGAMA76A
Baxley	SV	5ESS - Host	BXLYGAES36A
Lumber City	SV	5ESS - RSM	LMCYGAMA36C
Marietta East	BU	1A	MRTTGAEA97F
Breman	BU	DMS100 Host	BRMNGAES53A
Tallapoosa	BU	DMS - RSC	TLLPGAES57F
Bowden	BU	DMS - RSC	BWDNGAMARS1
Pine Mountain	CB	5ESS - RSM	PNMTGAMARS1
Columbus Meadowood	CB	5ESS - Host	CLMBGAMW56C
Sandy Springs	BU	1AES	ATLNGASS25F
Griffin Main	BU	5ESS - Host	GRFNGAMA22C
<b>TANDEM</b>	<b>NAME</b>	<b>TYPE</b>	<b>CLLI</b>
Norcross	NC	5ESS	NRCRGAMA01T
Buckhead	BU	4ESS	ATLNGABU01T
Savannah	SV	DMS	SVNHGABS03T
Columbus	CB	DMS	CLMBGAMT01T

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### END TO END TEST AGREEMENT

This Agreement made and entered into this 12 day of June, 1997, by and between BellSouth Telecommunications, Inc., a Georgia corporation (hereinafter "BST"), and BellSouth Long Distance, Inc., a Georgia corporation (hereinafter "BSLD").

**WHEREAS**, BST provides intraLATA toll service to end users pursuant to its various tariffs and such services are available for resale in the state of Georgia; and

**WHEREAS**, BSLD intends to provide local toll service as a reseller of BST's services.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

#### ***I. PURPOSE OF THIS TEST***

The purpose of this Test is to enable the parties to this Agreement to test various electronic and manual interfaces and systems which are necessary to the parties' provision of the services which they offer to each other and/or to telecommunications end users.

#### ***II. TEST PERIOD***

The Test shall begin on or about May 19, 1997, and shall end on or about July 1, 1997 (the "Test Period"). The Test Period may be extended if mutually agreed to by the parties in writing.

#### ***III. TEST LOCATIONS***

Test locations shall be in BST tandems and end offices as set forth in Attachment 1 which is hereby made a part of this Agreement as if fully incorporated herein.

#### ***IV. FINANCIAL RESPONSIBILITIES***

BST's normal tariff charges shall apply for the Test. Such charges shall be billed to BSLD. BSLD shall pay BST, as appropriate, residence, business, and operator services rates as established in BST's General Subscriber Services Tariff A18 less any applicable resale discount for intraLATA toll messages billed to BSLD. Except as specifically provided in this article IV, each party shall bear its own expense in order to participate in this trial.

#### ***V. BST'S DUTIES***

A. BST shall route through Carrier Identification Code (CIC) 5124 each intraLATA toll call resold by BSLD. Such traffic shall include but not be limited to 0+, Directory Assistance, and Verify and Interrupt service.

B.BST shall place the CIC code of 377 on the CRIS billing account of each end user that purchases resold intraLATA toll from BSLD. BSLD shall be the Local PIC (LPIC) for each such resold end user.

C.BST shall through its CRIS billing system examine each local toll message (intraLATA) recorded and reference the corresponding originating end user account to determine handling of the call. For calls covered by a Local Calling Plan as identified by a Local Settlement Code, the message will be billed to the end user as a BST provided call. If the call is not associated with any BST calling plan, then the local toll call, when originated by a resold BSLD customer, will be recorded and then sent to BSLD for billing. At BSLD's request, such message can be provided to BSLD either rated or unrated, if rated the rate shall be that of BST for the same call.

D.Billing will be provided to BSLD on a bulk basis by processing cycle and by Revenue Accounting Office (RAO). BSLD shall be sent one bill per month per RAO. Each bill shall set forth a total net charge for the messages billed during each processing cycle and a total for all processing cycles covered by the bill. Daily Usage Feed (DUF) charges will also be included on such bills.

#### ***VI.BSLD's DUTIES***

A.BSLD shall supply to BST in a format determined by BST orders to presubscribe a total of 200 residence and business end user customer accounts to BSLD as the LPIC for each such account.

#### ***VII.GENERAL***

Charges for DUF shall apply per the applicable agreement between the parties. DUF shall be the vehicle for BSLD's receipt of its toll messages data from BST.

#### ***VIII.CONFIDENTIAL/PROPRIETARY INFORMATION***

##### ***A. Confidential Information***

(1)Information furnished or disclosed by one party or its agent or representative (the "Originating Party") to the other party or its agent or representative (the "Receiving Party") in connection with or in contemplation of this Agreement (including but not limited to proposals, contracts, tariff and contract drafts, specifications, drawings, network designs and design proposals, pricing information, strategic plans, computer programs, software and documentation, and other technical or business information related to current and anticipated BST or BSLD products and services), shall be "Confidential Information."

(2)If such information is in written or other tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) when disclosed to the Receiving Party, it shall be Confidential Information only if it is identified by clear and conspicuous markings to be confidential and/or proprietary information of the Originating Party; provided, however, that all written or oral proposals exchanged between the parties regarding pricing of the Services shall be Confidential Information, whether or not expressly indicated by markings or statements to be confidential or proprietary.

(3)If such information is not in writing or other tangible form when disclosed to the Receiving Party, it shall be Confidential Information only if (1) the original disclosure of the information is accompanied by a statement that the information is confidential and/or proprietary, and (2) the Originating Party provides a written description of the information so disclosed, in detail reasonably sufficient to identify such information, to the Receiving Party within thirty (30) days after such original disclosure.



(4)The terms and conditions of this Agreement shall be deemed Confidential Information as to which each party shall be both an Originating Party and a Receiving Party.

(5)Confidential Information shall be deemed the property of the Originating Party.

(6)The following categories of information shall not be Confidential Information:

(a)known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; or

(b)obtained from a source other than the Originating Party through no breach of confidence by the Receiving Party; or

(c)in the public domain when received, or thereafter enters the public domain through no fault of the Receiving Party; or

(d)disclosed by the Originating Party to a third party without restriction;

(e)lawfully in the possession of the Receiving Party at the time of receipt from the Originating Party.

(7)Rights and obligations provided by this Section shall take precedence over specific legends or statements associated with information when received.

#### **B. Protection of Confidentiality**

A Receiving Party shall hold all Confidential Information in confidence during the Term and for a period of three (3) years following the end of the Term or such other period as the parties may agree. During that period, the Receiving Party:

(1)shall use such Confidential Information solely in furtherance of the matters contemplated by this Agreement and related to either party's performance of this Agreement;

(2)shall reproduce such Confidential Information only to the extent necessary for such purposes;

(3)shall restrict disclosure of such Confidential Information to such of its employees or its affiliate's employees as have a need to know such information for such purposes only.

(4)shall advise any employees to whom such Confidential Information is disclosed of the obligations assumed in this Agreement;

(5)shall not disclose any Confidential Information to any third party (not including disclosure to a BellSouth subsidiary) without prior written approval of the Originating Party except as expressly provided in this Agreement; and

(6)shall take such other reasonable measures as are necessary to prevent the disclosure, unauthorized use or publication of Confidential Information as a prudent business person would take to protect its own similar confidential information, including, at a minimum, the same measures it uses to prevent the disclosure, unauthorized use or publication of its own similar proprietary or confidential information.

#### **C. Disclosure to or by Affiliates or Subcontractors**

In the absence of a contrary instruction by a party, such party's affiliates and its subcontractors performing work in connection with this Agreement shall be deemed agents of such party for purposes of

receipt or disclosure of Confidential Information. Accordingly, any receipt or disclosure of Confidential Information by a party's affiliate, or its subcontractor performing work in connection with this Agreement, shall be deemed a receipt or disclosure by the party.

#### **D. Return or Destruction of Confidential Information**

(1) Upon termination of this Agreement, or at an earlier time if the information is no longer needed for the purposes described in this Section IX, each party shall cease use of Confidential Information received from the other party and shall use its best efforts to destroy all such Confidential Information, including copies thereof, then in its possession or control. Alternatively, or at the request of the originating party, the Receiving Party shall use its best efforts to return all such Confidential Information and copies to the Originating Party.

(2) Any Confidential Information that is contained in databases and/or mechanized systems in such a manner that it reasonably cannot be isolated for destruction or return, shall continue to be held in confidence subject to the provisions of this Agreement.

(3) The rights and obligations of the parties under this Agreement with respect to any Confidential Information returned to the Originating Party shall survive the return of the Confidential Information.

#### **E. Disclosure to Consultants**

A Receiving Party may disclose Confidential Information to a person or entity (other than a direct competitor of the Originating Party) retained by the Receiving Party to provide advice, consultation, analysis, legal counsel or any other similar services ("Consulting Services") in connection with this Agreement or the Services (such person or entity hereinafter referred to as "Consultant") only with the Originating Party's prior permission (which shall not be unreasonably withheld) and only after the Disclosing Party provides to the Originating Party a copy of a written agreement by such Consultant (in a form reasonably satisfactory to the Originating Party):

(a) to use such Confidential Information only for the purpose of providing Consulting Services to the Receiving Party; and

(b) to be bound by the obligations of a Receiving Party under this Agreement with respect to such Confidential Information.

#### **F. Required Disclosure**

(a) A Receiving Party may disclose Confidential Information if such disclosure is in response to an order or request from a court, the FCC, or other regulatory body;

provided, however, that before making such disclosure, the Receiving Party shall first give the Originating Party reasonable notice and opportunity to object to the order or request, and/or to obtain a protective order covering the Confidential Information to be disclosed.

(b) If the Federal Communications Commission ("Commission") or a state regulatory entity with applicable jurisdiction orders either party to file this Agreement with the Commission or such state regulatory entity pursuant to authority granted by law or regulation, the party charged with such filing shall provide notice to the other party as provided in Section X and file the Agreement to the extent required. Each party shall request confidential treatment in connection with such filing.

#### **G. Injunctive Remedy**

In the event of a breach or threatened breach by a Receiving Party or its agent or representative of the terms of this Section IX, the Originating Party shall be entitled to an injunction prohibiting such breach in addition to such other legal and equitable remedies as may be available to it in connection with such breach. Each party acknowledges that the Confidential Information of the other party is valuable and unique and that the use or disclosure of such Confidential Information in breach of this Agreement will result in irreparable injury to the other party.

#### ***IX.NOTICES***

Notices given pursuant to this Agreement shall be sent by U. S. Mail, first class, postage prepaid, or by facsimile, to the following addresses:

A.BST

Joe Romano

\_\_\_\_\_

Facsimile Number \_\_\_\_\_

B.BSLD

Bob Gray

\_\_\_\_\_

Facsimile Number \_\_\_\_\_

#### ***X.PUBLICITY AND PROMOTION***

Each party agrees that there will not be any publicity or promotion relating to this Test.

#### ***XI.LIABILITY***

Neither the parties (nor their respective affiliates) will be liable to each other for any direct, incidental, special or consequential damages, including lost profits, sustained or incurred in connection with the performance or non-performance of this Test, whether in tort, contract, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, except for the obligation to pay charges for services provided.

#### ***XII.TERMINATION***

Either party, in its sole discretion, may terminate this Agreement upon ten (10) days written notice to the other parties.

#### ***XIII.MODIFICATION***

This Agreement can be changed or modified only by written amendment signed by each of the parties.

#### ***XIV.COMPLETE AGREEMENT***

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings.

This Agreement is effective this 12 day of June, 1997.

## BELLSOUTH TELECOMMUNICATIONS, INC.

By: \_\_\_\_\_

(signature)

By: \_\_\_\_\_

(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## BELLSOUTH LONG DISTANCE, INC.

By: \_\_\_\_\_

(signature)

By: \_\_\_\_\_

(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 1

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS-Host	DNWDGAMA76A
Baxley	SV	5ESS-Host	BXLYGAES36A
Lumber City	SV	5ESS-RSM	LMCYGAMA36C
Marietta East	BU	IA	MRTTGAEA97F
Breman	BU	DMS100	BRMNGAES53A
Tallapoosa	BU	Host	TLLPGAES57F
Bowden	BU	DMS-RSC	BWDNGAMARS1
Pine Mountain	CB	DMS-RSC	PNMTGAMARS1
Columbus	CB	5ESS-RSM	CLMBGAMW56C
Meadowood	BU	5ESS-Host	ATLNGASS25F
Sandy Springs		1AES	

TANDEM	NAME	TYPE	CLLI
Norcross	NC	5ESS	NRCRGAMA01T
Buckhead	BU	4ESS	ATLNGABU01T
Savannah	SV	DMS	SVNHGABS03T
Columbus	CB	DMS	CLMBGAMT01T

**AMENDMENT NO. 1**

This Amendment No. 1 to the End to End Test Agreement ("Agreement") between BellSouth Telecommunications, Inc. (hereinafter "BST"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 12 day of July, 1997.

The above parties hereby agree that the following changes shall be made to the Agreement: (1) "Section II. TEST PERIOD" of the Agreement is amended by deleting the section in its entirety and replacing it with the following language:

The Test shall begin on or about , 1997, and shall end on or about October 31, 1997 (the "Test Period"). The Test Period may be extended if mutually agreed to by the parties in writing.

(2) The language in Attachment 1 is deleted and replaced by the following:

END OFFICE	TANDEM	TYPE	CLLI
Dunwoody	NC	5ESS-Host	DNWDGAMA76A
Baxley	SV	5ESS-Host	BXLYGAES36A
Lumber City	SV	5ESS-RSM	LMCYGAMA36C
Marietta	BU	1A	MRTTGAEA97F
East	BU	DMS100	BRMNGAES53A
Breman	BU	Host	TLLPGAES57F
Tallapoosa	BU	DMS-RSC	BWDNGAMARS1
Bowden	CB	DMS-RSC	PNMTGAMARS1
Pine	CB	5ESS-RSM	CLMBGAMW56C
Mountain	BU	5ESS-Host	ATLNGASS25F
Columbus	BU	1AES	GRFNGAMA22C
Meadowood		5ESS-Host	
Sandy			
Springs			
Griffin Main			

TANDEM	NAME	TYPE	CLLI
Norcross	NC BU	5ESS	NRCRGAMA01T
Buckhead	SV CB	4ESS	ATLNGABU01T
Savannah		DMS	SVNHGABS03T
Columbus		DMS	SLMBGAMT01T

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

**BELLSOUTH TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_

(signature)

By: \_\_\_\_\_

(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BELLSOUTH LONG DISTANCE, INC.**

By: \_\_\_\_\_

(signature)

By: \_\_\_\_\_

(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 2**

This Amendment No. 2 to the End to End Test Agreement ("Agreement") between BellSouth Telecommunications, Inc. (hereinafter "BST"), and BellSouth Long Distance, Inc. (hereinafter "BSLD") is made and entered into this 16 day of September, 1997.

The above parties hereby agree that the following change shall be made to the Agreement:

The language in Attachment 1 is deleted and replaced by the following:

END OFFICE	TYPE	TANDEM	CLLI
Charlotte-Lake Wylie	RS1	CHRLNCCA05T	LKW
Greenville-Woodruff Rd.	D100	GNVLSCDT60T	GNVL
- Greer	5ESS	GNLVSCDT60T	GRER
Columbia-Senate St.	D100	CLMASCSN60T	CLMA
- Swift	5ESS	CLMASCSA60T	CLMA
- Camden Ma.	5ESS	CLMASCSA60T	CMD
Charleston-Charleston D/T	D100	CHTNSCDT60T	CHTN
Charleston-West Ashley	1AESS	CHTNSCDT60T	CHTN
Florence-Hartsville	5ESS	FLRNSCMA60T	HTVL
Augusta-Aiken	5ESS	AGSTGAMT03T	AIKN

WHEREFORE the parties have caused their duly authorized representatives to execute this Amendment.

**BELLSOUTH  
TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_

(signature)

By: \_\_\_\_\_

(printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**BELLSOUTH LONG DISTANCE, INC.**

By:

---

(signature)

By:

---

(printed name)

Title:

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Date:

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Please read our LEGAL AUTHORIZATIONS & NOTICES